

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	transmission rates available, the requirement to make all features functions and capabilities available, WorldCom's right to designate equipment to be connected to unbundled transport, and the availability of and detailed technical requirements for digital cross connect systems?	<p><b>9.1 Definition</b></p> <p>9.1.1 Shared Transport means the Verizon-provided transmission facilities shared by more than one carrier, including Verizon, between end office switches and Verizon tandem switches, and between tandem switches in Verizon's network. Where Verizon Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared transport. Shared Transport consists of Verizon inter-office transport facilities and is distinct and separate from Local Switching.</p> <p><b>9.2 Technical Requirements</b></p> <p>9.2.1 Verizon shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.</p> <p>9.3 Verizon shall offer Shared Transport at DS0, DS1, DS3, STS-1 or higher transmission bit rates.</p> <p>9.3.1 Verizon shall provide MCIIm with use of all Technically Feasible transmission facilities, features, functions, and capabilities of Shared Transport that MCIIm could use in the provision of telecommunications services.</p> <p>9.3.2 Verizon shall permit, to the extent Technically Feasible, MCIIm to connect Shared Transport to equipment designated by MCIIm, including, but not limited to, MCIIm's collocated facilities.</p> <p><b>Section 10. Dedicated Transport</b></p> <p><b>10.1 Definition</b></p> <p>10.1.1 "Dedicated Transport" means the Verizon transmission facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switches owned by Verizon or requesting telecommunications carriers.</p> <p>10.1.2 Verizon shall offer unbundled and Non-Discriminatory access to</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>Dedicated Transport. [Agreed]</p> <p>10.1.3 When Dedicated Transport is provided as a circuit, it will have available (as appropriate): [Agreed]</p> <p>10.1.3.1 Optional multiplexing functionality: [Agreed]</p> <p>10.1.3.2 Grooming functionality in accordance with Section [10.3] herein; and, [Agreed]</p> <p>10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration at Parity and in a Non-Discriminatory manner. [Agreed]</p> <p>10.1.4 Verizon shall provide MCIm with use of all Technically Feasible transmission facilities, functions, and capabilities of Dedicated Transport that MCIm could use in the provision of telecommunications services. [Agreed]</p> <p>10.1.4.1 Verizon shall provide MCIm exclusive use of Dedicated Transport facilities, features, functions, and capabilities.</p> <p>10.1.4.2 Verizon shall permit, to the extent Technically Feasible, MCIm to connect Dedicated Transport to equipment designated by MCIm, including, but not limited to, MCIm's collocated facilities. [Agreed]</p> <p><b>10.2 Technical Requirements</b></p> <p>This Section sets forth technical requirements for all Dedicated Transport. [Agreed]</p> <p>10.2.1 Dedicated Transport shall provide physical diversity at Parity. [Agreed]</p> <p>10.2.2 MCIm may request that Verizon provide additional physical diversity. Verizon will provide such physical diversity where it is available, at Verizon's prevailing additional charge, if any. If physical diversity is not reasonably available in response to MCIm's request, then MCIm may order such additional physical diversity by submitting a request for special construction.</p> <p>10.2.3 Dedicated Transport shall include DSX terminations at one or both ends, as applicable, in Verizon's Central Office location. [Agreed]</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>10.2.4 Verizon shall offer DCS and multiplexing, both together with, and separately from Dedicated Transport.</p> <p>10.3 <b>Digital Cross Connect System (DCS).</b> At a minimum, Verizon shall permit MCI<sub>m</sub>, to the extent Technically Feasible, to obtain the functionality provided by Verizon's DCS in the same manner that Verizon provides such functionality to interexchange carriers.</p> <p>10.3.1 <b>Definition.</b> DCS is a device which provides electronic cross-connection of digital signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include, but are not limited to, DCS I/Os, where the nomenclature I/O denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate.</p> <p>10.3.2 <b>DCS Technical Requirements</b></p> <p>10.3.2.1 DCS shall provide cross-connection of the channels designated by MCI<sub>m</sub>, either through service orders or by using Verizon's Intellimux capabilities.</p> <p>10.3.2.2 Verizon shall continue to administer and maintain DCS, including updates to the control software to current available releases, at Parity.</p> <p>10.3.2.3 Verizon shall provide various types of Digital Cross-Connect Systems including:</p> <p>10.3.2.3.1 DS0 cross-connects (typically termed DCS I/O).</p> <p>10.3.2.3.2 Additional DCS types shall be requested in accordance with the BFR process set forth in Section [6] of Part A of this Agreement.</p> <p>10.3.2.4 Through Verizon's Intellimux service capabilities, Verizon shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (i.e., Verizon shall establish the processes to implement cross-connects on demand, or permit MCI<sub>m</sub> control of such configurations and reconfigurations).</p> <p>10.3.2.5 Through Verizon's Intellimux service capabilities, Verizon shall provide scheduled configuration and reconfiguration of the channels between</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>the physical interfaces (i.e., Verizon shall establish the processes to implement cross-connects on the schedule designated by MCIm, or permit MCIm to control such configurations and reconfigurations).</p> <p>10.3.2.6 DCS shall continuously monitor protected circuit packs and redundant common equipment at Parity.</p> <p>10.3.2.7 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation at Parity.</p> <p>10.3.2.8 The equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up at Parity.</p> <p>10.3.2.9 Verizon shall make available for DCSs handling MCIm services, spare facilities, and equipment at Parity, necessary for provisioning repairs.</p> <p>10.3.2.10 Through Verizon's Intellimux service capabilities, at MCIm's option, Verizon shall provide MCIm currently available performance monitoring and alarm data.</p> <p>10.3.2.11 At MCIm's option, Verizon shall provide MCIm with the ability to initiate tests on DCS equipment. This will require MCIm to provide additional facilities from the DCS, back to MCIm's test center. The DCS can then be used to connect MCIm's test center ports to other MCIm circuits.</p> <p>10.3.2.12 Where available, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.</p> <p>10.3.2.13 DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.</p>	
IV-22	Should the Interconnection Agreement include detailed provisions regarding the availability of signaling link transport and signaling transfer points?	<b>RESOLVED</b>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
IV-23	Should the Interconnection Agreement include detailed provisions setting forth the availability of call related databases including but not limited to LIDB, the Toll Free Number Database, number portability databases, 911 and E911 databases, and AIN databases?	<p>During mediation WorldCom and Verizon agreed to the following language:</p> <p>Attachment III, Section 13 et seq.</p> <p><b>Section 13. Call Related Databases and AIN</b></p> <p><b>13.1 Definition</b></p> <p>13.1.1 "Call Related Databases" are the Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call Related Databases include, but are not limited to: LIDB, Toll Free Number Database, Calling Name database, number portability databases, 911 and E911 databases, and AIN databases.</p> <p>13.1.2 A Service Control Point (SCP) is a specific type of database Network Element deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.</p> <p><b>13.2 Technical Requirements for Call Related Databases</b></p> <p>Requirements for Call Related Databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All Call Related Databases shall be provided to MCI in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections [13.3] through [13.6]:</p> <p>13.2.1 Verizon shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section [12] of this Attachment, with TCAP as the application layer protocol.</p> <p>13.2.2 Verizon shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols (e.g., 56 Kb TCP/IP).</p> <p>13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section [12] of this Attachment (which applies to both SS7 and non-SS7 interfaces).</p>	<p>UNE Attachment</p> <p>11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/883/877) databases, LIDB, and any other necessary databases. With respect to the Calling Name Database ("CNAM"), Verizon shall permit **CLEC to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to **CLEC's local exchange customers. To the extent **CLEC provides local switching utilizing its own switch, **CLEC may request that Verizon provide CNAM database storage and validation services pursuant to tariff arrangements or a separate agreement.</p> <p>11.2 **CLEC shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve **CLEC's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the **CLEC information Verizon requires to provide such call-related functionality is resident in a database, **CLEC will provide Verizon with the access and authorization to query **CLEC's information in the databases within which it is stored.</p> <p>11.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by **CLEC to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of **CLEC.</p> <p>11.4 Regardless of the manner in which **CLEC obtains CCS Interconnection, **CLEC shall comply with Verizon's SS7</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>13.2.4 Call Related Database functionality shall be available at Parity. If, based on information available through the process set forth in Section [3], MCI believes the functionality is inadequate to meet its needs, it may initiate a BFR.</p> <p>13.2.5 Verizon shall complete database transactions (i.e., add, modify, delete) for MCI subscriber records stored in Verizon databases at Parity.</p> <p>13.2.6 Verizon shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of Verizon network affecting events, testing).</p> <p>13.2.7 Verizon shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for Call Related Databases as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).</p> <p>13.2.8 Verizon shall provide Call Related Databases in accordance with the physical security requirements specified in this Agreement.</p> <p>13.2.9 Verizon shall provide Call Related Databases in accordance with the logical security requirements specified in this Agreement.</p> <p><b>13.3 Line Information Database (LIDB)</b></p> <p>This Section [13.3] defines and sets forth additional requirements for the Line Information Database. This Subsection 13.3 supplements the requirements of Section [13.2] and [13.5].</p> <p><b>13.3.1 Definition</b></p> <p>LIDB is a transaction-oriented database accessible through CCS networks. It contains records associated with subscriber line numbers and special billing numbers (in accordance with the requirements in the technical reference in GR-1158-CORE OSSGR, Section 22.3). LIDB accepts queries from other Network Elements, or MCI's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line</p>	<p>certification process prior to establishing CCS Interconnection with Verizon.</p> <p>11.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.</p> <p>11.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.</p> <p>11.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called party to the other Party.</p> <p>11.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of **CLEC signaling systems to the public Internet Protocol network may expose **CLEC and Verizon signaling systems and information to interference by third parties. *CLEC shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. **CLEC shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Verizon CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Verizon work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.</p> <p><b>13.3.2 Technical Requirements</b></p> <p>13.3.2.3 Verizon shall enable MCI to store in Verizon's LIDB any subscriber line number or special billing number record (in accordance with the technical reference in GR-1158-CORE OSSGR, Section 22.3), whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX, in accordance with standard industry practices.</p> <p>13.3.2.4 Verizon shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3) for MCI's subscriber records in LIDB:</p> <p>13.3.2.4.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and</p> <p>13.3.2.4.2 Calling card validation.</p> <p>13.3.2.5 Verizon shall process MCI's subscriber records in LIDB at least at Parity with Verizon subscriber records, with respect to other LIDB functions (as defined in the technical reference in GR-1158-CORE OSSGR, Section 22.3). Verizon shall indicate to MCI what additional functions (if any) are performed by LIDB in Verizon's network.</p> <p>13.3.2.6 Within two (2) weeks after a request by MCI, Verizon shall provide MCI with a list of the subscriber data items which MCI would have to provide in order to support billed number screening and calling card validation. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.</p> <p>13.3.2.7 Verizon shall provide LIDB systems with rates of operating deficiencies at Parity. If, based on information available through the process</p>	<p>11.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.</p> <p>11.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:</p> <p>11.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and</p> <p>11.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).</p> <p>11.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge **CLEC in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. **CLEC shall charge Verizon rates equal to the rates Verizon charges **CLEC, unless **CLEC's Tariffs for CCS signaling provide for lower generally available rates, in which case **CLEC shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>set forth in Section [3], MCI<sup>m</sup> believes that the rate of deficiencies is inadequate to meet its needs, it may initiate a BFR.</p> <p>13.3.2.8 Verizon shall provide MCI<sup>m</sup> with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/IXX group records, and line number and special billing number records, associated with MCI<sup>m</sup> subscribers, directly into Verizon's LIDB provisioning process.</p> <p>13.3.2.9 As directed by MCI<sup>m</sup>, in the event that end user subscribers change their local service provider, Verizon shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB), as mutually agreed by the Parties, so that such subscribers shall not experience any interruption of service, except for any interruption associated with a LIDB-only service order transaction at Parity. MCI<sup>m</sup> shall submit LIDB updates on a timely basis.</p> <p>13.3.2.10 All additions and updates of MCI<sup>m</sup> data to the LIDB shall be solely at the direction of MCI<sup>m</sup>. Verizon will process orders from other CLECs or from Verizon for subscribers that choose to migrate from MCI<sup>m</sup> to another provider.</p> <p>13.3.2.11 Verizon shall provide priority updates to LIDB for MCI<sup>m</sup> data upon MCI<sup>m</sup>'s request (e.g., to support fraud protection) at Parity.</p> <p>13.3.2.12 Verizon shall accept queries to LIDB associated with MCI<sup>m</sup> subscriber records, and shall return responses in accordance with the requirements of this Section [13].</p> <p><b>13.4 Toll Free Number Database</b></p> <p>The "Toll Free Number Database" is an SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional features during call set-up in response to queries from SSPs. This Section [13.4] supplements the requirements of Section [13.2] and [13.5]. Verizon shall provide the Toll Free Number Database in accordance with the following:</p> <p><b>13.4.1 Technical Requirements</b></p> <p>13.4.1.1 Verizon shall make the Verizon Toll Free Number Database available</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>for MCI to query, from MCI's designated switch including Local Switching, with a toll-free number and originating information.</p> <p>13.4.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Verizon switch.</p> <p><b>13.4.2 Interface Requirements</b></p> <p>The signaling interface between the MCI or other local switch and the Toll Free Number Database shall use the TCAP protocol, together with the signaling network interface.</p> <p><b>13.5 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access</b></p> <p>13.5.1 Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Verizon shall identify to MCI any such proprietary services, and identify the basis for such designation. Such access may be from MCI's switch or Verizon's unbundled local switch.</p> <p>13.5.2 SCE/SMS AIN access shall provide MCI the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP using the same processes Verizon uses to deploy its own AIN-based services. This interconnection arrangement shall provide MCI access to the Verizon development environment in a manner at least at Parity with Verizon's ability to deliver its own AIN-based services. SCE/SMS AIN Access is the creation and provisioning of AIN services in the Verizon network.</p> <p>13.5.3 Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCI. Scheduling of SCE resources shall allow MCI at least equal priority to Verizon.</p> <p>13.5.4 The Verizon SCE/SMS shall allow for multi-user access. Source code (i.e., AIN service applications and process flow design developed by an MCI service designer/creator to provide AIN based services) management and other</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>logical security functions will be provided.</p> <p>13.5.5 Verizon shall provide reasonable protection to MCI<sup>m</sup> service logic and data from unauthorized access, execution or other types of compromise.</p> <p>13.5.6 Verizon or a designated vendor shall provide for service creation training, documentation, and technical support of MCI<sup>m</sup> development staff at Parity with that provided to Verizon's own development staff. Training sessions shall be "suitcased" to MCI<sup>m</sup> facilities or delivered at Verizon facilities at MCI<sup>m</sup>'s cost, at MCI<sup>m</sup>'s discretion, subject to vendor's requirements.</p> <p>13.5.7 When MCI<sup>m</sup> selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data).</p> <p>13.5.8 When MCI<sup>m</sup> selects SCE/SMS AIN access, Verizon shall allow MCI<sup>m</sup> to transfer data forms and/or tables to the Verizon SCP via the Verizon SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.</p> <p>13.5.9 When MCI<sup>m</sup> selects SCE/SMS AIN access for providing services on MCI<sup>m</sup>'s network, the Parties will work cooperatively to resolve technical and provisioning issues.</p>	
IV-24	Should the Interconnection Agreement include detailed provisions regarding provision of Verizon's directory assistance database UNE to WorldCom, including the price of each directory assistance listing?	<p>Directory Assistance License Agreement and Attachment VIII, Section 6.1.7.1</p> <p><b>6.1.7 Directory Assistance Data</b></p> <p>6.1.7.1 Verizon will provide to MCI<sup>m</sup>, and MCI<sup>m</sup> will pay Verizon for, directory assistance data at the rate and under the terms and conditions set forth in the Directory Assistance License Agreement executed by the Parties on November 19, 1998, and as may be subsequently amended by the Parties.</p>	Intentionally left blank.
IV-25	Should the Interconnection Agreement include detailed provisions regarding the Calling Name (CNAM) database which Verizon must make available as an unbundled network element?	<p>Attachment III, Section 13.6 et seq.</p> <p><b>13.6 Calling Name (CNAM) Database.</b> The "CNAM Database" means the database in which Verizon stores subscriber information (including name and</p>	See Verizon contract language in support of Issue IV-23

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>telephone number) used to show the customer name of an incoming call on a display attached to the telephone whether or not such database contains exclusively CNAM information. Verizon shall provide MCIIm with access to Verizon's CNAM Database in accordance with the following: [Agreed]</p> <p>13.6.1 Verizon shall provide to MCIIm all subscriber records used by Verizon to create and maintain its CNAM database, in a Non-Discriminatory manner. MCIIm may combine this Network Element with any other Network Element for the provision of any Telecommunications Service. [Agreed]</p> <p>13.6.2 Verizon shall provide MCIIm all ILEC, CLEC, and independent telco subscriber records used by Verizon within its CNAM database in a non-discriminatory manner. Verizon shall provide MCIIm with a complete list of the ILECs, CLECs, and independent telcos whose subscriber information is contained in the Verizon CNAM database. [Agreed]</p> <p>13.6.3 Upon MCIIm's request, Verizon shall provide via electronic data transfer an initial load of subscriber records contained in its CNAM Database. The NPAs included must represent the entire Verizon operating territory in the State. The initial load shall reflect all data that is current as of one business day prior to the provision date.</p> <p>13.6.4 On a daily basis, Verizon shall provide updates (end user and mass) to the CNAM Database information via electronic data transfer. Updates must be current as of one business day prior to the date provided to MCIIm.</p> <p>13.6.5 Verizon shall provide CNAM information at cost-based rates as required by Applicable Law and on the same terms and conditions that Verizon provides to itself, its Affiliates, or any third party. [Agreed]</p> <p>13.6.6 Verizon shall provide a complete refresh of the CNAM information upon mutual agreement of Verizon and MCIIm and subject to applicable charges set forth in Attachment I.</p> <p>13.6.7 Data Processing Requirements. Verizon and MCIIm shall mutually agree to standards on the following data processing requirements:</p> <p>13.6.7.1 Identify the type of tape to be used in sending the test and initial load data, e.g., reel or cartridge tape.</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>13.6.7.2 Verizon shall, due to the size of an initial load, provide the records on magnetic tape and the daily update activity via electronic data transfer.</p> <p>13.6.7.3 Daily update information must be provided to MCI on the same day as the change occurred through the electronic data transfer medium, NDM.</p> <p>13.6.7.4 Identify tape or dataset label requirements.</p> <p>13.6.7.5 Identify tracking information requirements, e.g., use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset.</p>	
IV-26	Should the Interconnection Agreement include a detailed description of the tandem switching network element which Verizon must provide on an unbundled basis?	<b>RESOLVED</b>	
IV-27	Should the Interconnection Agreement contain provisions specifying cooperative testing procedures for unbundled network elements provided under the Agreement and specifying that protection, restoration, and disaster recovery procedures for unbundled network elements will occur at parity with the procedures for Verizon's own services, facilities, and equipment?	<b>RESOLVED</b>	
IV-28	<p>Whether WorldCom should be permitted to collocate advanced services equipment as mandated by FCC Orders.</p> <p>Is WorldCom entitled to collocate advanced services equipment, such as DSLAMs, in Verizon's premises?</p>	Verizon shall permit MCI, at MCI's discretion, to collocate DSLAMs, splitters used in association with DSLAMs, and other equipment necessarily located where the copper portion of the Loop terminates in order to provide DSL functionality, in Verizon's premises where the copper portion of the Loop terminates. The Parties agree to adopt rules to implement the FCC's Order in FCC Docket No. 98-147 providing for the collocation of multifunction equipment where an inability to deploy that equipment would as a practical, economic, or operational matter precludes MCI from obtaining interconnection or access to unbundled Network Elements.	<p>Section 13.0 to Collocation Attachment:</p> <p>Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating **CLEC's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to **CLEC only to the extent required by Applicable Law and may decline to provide Collocation to **CLEC to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to **CLEC in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.</p>
IV-29	Should the contract language reflect the FCC's decision to allow access to inside wire?	<b>[During mediation WorldCom proposed the following revisions to WorldCom's proposed language:]</b>	Intentionally left blank.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>4.1 Definition. Loop means a transmission facility between a distribution frame, or its equivalent, in a Verizon central office or wire center, and the loop demarcation point at an end-user customer premises, <del>including inside wire owned by Verizon or one of Verizon's Affiliates. Based on Verizon's assertion that neither Verizon nor its Affiliates own any inside wire in Virginia, the Loop does not include inside wire.</del> The Loop includes all features, functions, and capabilities of this transmission facility including, but not limited to, dark fiber, attached electronics (except those electronics used for provision of advanced services, such as DSLAMs), and line conditioning. When Verizon provides MCI with a Loop, MCI will have exclusive use of this Loop element. The Loop may be used to provide modes of transmission that include, but are not limited to, two-wire and four-wire analog voice-grade transmission, and two-wire and four-wire transmission of ISDN, ADSL, HDSL, and DS1, DS3, fiber, and other high capacity signals.</p> <p>4.3.1 Definition. The Subloop is any portion of the Loop that is Technically Feasible to access at terminals in Verizon's outside plant. <del>Based on Verizon's assertion that neither Verizon nor its Affiliates own any inside wire in Virginia, the Subloop does not include, including inside wire.</del> An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, including, but not limited to, the pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the Loop Feeder/Distribution interface.</p> <p>4.3.3 <del>Verizon shall not interfere with MCI's access to inside wire MCI may obtain, and Verizon shall provide, access to Verizon's inside wire at any Technically Feasible point including, but not limited to, the NID or, the minimum point of entry, the single point of interconnection, the pedestal, or the pole. "Inside wire" is all Loop plant owned by Verizon or one of its Affiliates on end-user facilities customer premises on the customer side of the NID, including inside the customer's premise, as far as the point of demarcation defined in Section 68.3 of the FCC's rules, including the Loop plant near the end-user customer premises.</del></p> <p>4.3.5 In addition to its obligation to provide Non-Discriminatory access to its Subloops under Section [4.3.2], Verizon shall provide MCI a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. The Parties shall in good faith negotiate reasonable terms and</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		conditions regarding a single point of interconnection, including, but not limited to, compensation to Verizon under forward-looking pricing principles. If such negotiations fail to produce a mutually agreeable solution within sixty (60) days after one Party's request to initiate such negotiations, either Party may seek resolution under the Dispute Resolution provision of Part A of this Agreement.	
IV-80	Should the Interconnection Agreement contain provisions regarding Directory Assistance Service?	<p><b><u>[During mediation WorldCom proposed the following language regarding customized routing:]</u></b></p> <p>Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCI's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCI's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCI customers to the particular outgoing trunks and associated routing tables designated by MCI, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCI. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCI as unbundled network elements. In that instance, upon request by MCI, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements.</p> <p>Where Verizon provides OS/DA services to MCI on a resale basis, Verizon shall provide such services at Parity and on a non-discriminatory basis.</p> <p><b>[The following paragraphs are proposed to reflect the attributes of DA Services where customized routing is not provided.]</b></p> <p>6.1.3 Directory Assistance Service</p> <p>6.1.3.1 Verizon shall provide for the routing of Directory Assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCI subscribers directly to either the MCI Directory Assistance service platform or Verizon Directory Assistance service platform as specified by MCI.</p> <p>6.1.3.2 MCI subscribers shall be provided the capability by Verizon to dial the same telephone numbers for access to MCI Directory Assistance that Verizon subscribers are provided to access Verizon Directory Assistance.</p>	<p>Additional Services Attachment § 3</p> <p>3. Directory Assistance (DA) and Operator Services</p> <p>3.1 Either Party may request that the other Party provide the requesting Party with non-discriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.</p> <p>3.2 **CLEC shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>6.1.3.3 If MCI purchases from Verizon MCI-branded Directory Assistance service selectively routed to Verizon's Directory Assistance platform, MCI shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Directory Assistance traffic to another Directory Assistance platform.</p> <p>6.1.3.3.1 Verizon agrees to provide MCI subscribers with Directory Assistance service at Parity.</p> <p>6.1.3.3.2 Verizon shall notify MCI in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements at Parity and on a Non-Discriminatory basis with respect to other CLECs.</p> <p>6.1.3.3.3 Verizon shall provide Directory Assistance to MCI subscribers in accordance with industry standards. Verizon shall notify MCI in advance of any changes or enhancements to its Directory Assistance service, and shall make available to MCI such service enhancements on a nondiscriminatory basis.</p> <p>6.1.3.3.4 Verizon shall provide MCI with provisioning of Directory Assistance at Parity.</p> <p>6.1.3.3.5 Service levels shall comply, at a minimum, with applicable state regulatory requirements, including those for number of rings to answer and disaster recovery options.</p> <p>6.1.3.3.7 Verizon shall provide the following minimum Directory Assistance capabilities to MCI's subscribers:</p> <p>6.1.3.3.7.1 Verizon shall provide to MCI subscribers seeking Directory Assistance the same number of responses and detail of information that it provides its own subscribers.</p> <p>6.1.3.3.7.2 Upon request by subscriber, call completion to the requested number for local and intraLATA toll calls shall be returned to the MCI network. Rating and billing shall be done by MCI.</p> <p>6.1.3.3.7.2.1 Upon MCI's request and if Technically Feasible, Verizon shall provide blocking of Directory Assistance call completion on an ANI specific</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>basis.</p> <p>6.1.3.3.7.3 Verizon shall populate MCIIm listings in the Directory Assistance database in the same manner and in the same time frame as it does for Verizon subscribers.</p> <p>6.1.3.3.7.4 Any information provided by a Directory Assistance automatic response unit shall be repeated the same number of times for MCIIm subscribers as for Verizon subscribers.</p> <p>6.1.3.3.7.5 Verizon shall instruct MCIIm subscribers to call a toll free number for MCIIm customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.</p>	
IV-81	Should the Interconnection Agreement contain provisions regarding Operator Services ("OS")?	<p><b>[During mediation WorldCom proposed the following language regarding customized routing:]</b></p> <p>Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCIIm's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCIIm's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCIIm customers to the particular outgoing trunks and associated routing tables designated by MCIIm, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCIIm. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCIIm as unbundled network elements. In that instance, upon request by MCIIm, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements.</p> <p>Where Verizon provides OS/DA services to MCIIm on a resale basis, Verizon shall provide such services at Parity and on a non-discriminatory basis.</p> <p><b>[The following paragraphs are proposed to reflect the attributes of OS where customized routing is not provided.]</b></p> <p>6.1.4 Operator Services</p> <p>6.1.4.1 Verizon shall provide for the routing of 0+ local, 0- and operator transfers for local Operator Services calls dialed by MCIIm subscribers directly to either the MCIIm Operator Service platform or Verizon Operator Service platform as specified by MCIIm and pursuant to Attachment III, Section [7.2.2].</p>	See Verizon contract language in support of Issue IV-80

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>6.1.4.2 MCI<sub>m</sub> subscribers shall be provided the capability by Verizon to dial the same telephone numbers to access MCI<sub>m</sub> operator service that Verizon subscribers dial to access Verizon Operator Service.</p> <p>6.1.4.3 If MCI<sub>m</sub> purchases from Verizon MCI<sub>m</sub>-branded Operator Services selectively routed to Verizon's Operator Services platform, MCI<sub>m</sub> shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Operator Services traffic to another Operator Services platform.</p> <p>6.1.4.3.1 Verizon agrees to provide MCI<sub>m</sub> subscribers Operator Services and service enhancements at Parity and on a Non-Discriminatory basis.</p> <p>6.1.4.3.3 Verizon shall provide the following minimum Operator Service capabilities to MCI<sub>m</sub> subscribers at Parity.</p> <p>6.1.4.3.3.1 Completion of 0+ and 0- dialed local calls;</p> <p>6.1.4.3.3.2 Completion of 0+ intraLATA toll calls;</p> <p>6.1.4.3.3.3 Completion of calls that are billed to a calling card, with the exception of calls billed to proprietary cards, and MCI<sub>m</sub> shall designate to Verizon the acceptable types of special billing;</p> <p>6.1.4.3.3.4 Completion of person-to-person calls;</p> <p>6.1.4.3.3.5 Completion of collect calls;</p> <p>6.1.4.3.3.6 The capability for callers to bill to a third party and complete such calls;</p> <p>6.1.4.3.3.7 Completion of station-to-station calls;</p> <p>6.1.4.3.3.8 The processing of emergency calls;</p> <p>6.1.4.3.3.9 The processing of Line Status Verification and Verification and Call Interrupt requests;</p> <p>6.1.4.3.3.10 The processing of operator-assisted Directory Assistance calls;</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>6.1.4.3.3.11 Provision of rate quotes;</p> <p>6.1.4.3.3.12 The processing of time-and-charges requests; and</p> <p>6.1.4.3.3.13 The routing of 0- traffic directly to a "live" operator team.</p> <p>6.1.4.3.3.14 When requested by MCI<sub>m</sub> and commencing on availability, Verizon shall provide when Technically Feasible, credit on Operator Services calls as provided to Verizon subscribers or shall instruct MCI<sub>m</sub> subscribers to call a toll free number for MCI<sub>m</sub> customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.</p> <p>6.1.4.3.3.15 Caller assistance for the disabled; and</p> <p>6.1.4.3.3.16 Provision of operator-assisted conference calling, when Technically Feasible.</p> <p>6.1.4.3.3.17 Verizon shall accept and process overflow 911 traffic routed from MCI<sub>m</sub> to its Verizon Operator Services platform without charge.</p> <p>6.1.4.4 Operator Service shall provide to the extent Technically Feasible MCI<sub>m</sub>'s local service rates when providing rate quote and time-and-charges services when branding MCI<sub>m</sub> services pursuant to Section [6.1.4.3.2].</p> <p>6.1.4.5 Verizon shall exercise at least the same level of fraud control in providing Operator Service to MCI<sub>m</sub> that Verizon provides for its own Operator Service.</p> <p>6.1.4.6 Verizon shall perform billed number screening when handling collect, third party, and calling card calls, both for station-to-station and person-to-person call types.</p> <p>6.1.4.7 Verizon shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCI<sub>m</sub> from time to time.</p> <p>6.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)</p> <p>6.1.4.8.1 Verizon shall permit MCI<sub>m</sub> to connect its local Operator Service to</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>Verizon's LSV/CI systems to enable MCI to perform BLV/BLI services.</p> <p>6.1.4.8.2 Verizon shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCI may, from time to time, provide its anticipated volume of BLV/BLI requests to Verizon. In those instances when the LSV/CI systems become unavailable, Verizon shall inform MCI as soon as practicable.</p> <p>6.1.4.9 Where LNP is deployed and when a BLV/BLI request for a ported number is directed to a Verizon operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.</p> <p>6.1.4.10 Verizon shall allow MCI to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Verizon shall continue to allow MCI reasonable access to its LIDB for this purpose.</p>	
V-3	UNE-P Routing and Billing. Should reciprocal compensation provisions apply between AT&T and Verizon for all traffic originating from UNE-P customers of AT&T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&T UNE-P customers originated by other retail customers in the same LATA?	<p>AT&amp;T's proposed Section 5.7.7.1 should be adopted:</p> <p><i>Where AT&amp;T provides service to an AT&amp;T Customer using any combination of Network Elements that includes the unbundled local switching Network Element, the Parties shall adopt a "bill and keep" compensation arrangement for Local and intraLATA Toll Traffic. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local and intraLATA Toll Traffic at either the appropriate End Office or Access Tandem rate. Notwithstanding the implementation of "bill and keep" compensation arrangement for Local Traffic, Verizon will record and forward to AT&amp;T all associated usage as provided in Section 5.8.</i></p>	Verizon VA opposes § 5.7.7.1 of AT&T's proposed interconnection agreement.
V-4	Should all calls originating and terminating within a LATA be subject to the same compensation arrangements without regard to end-user classification or type of traffic?	<p>AT&amp;T's proposed language in Section 5.7.1 should be adopted (agreed language in standard text, AT&amp;T language italicized):</p> <p>Reciprocal Compensation arrangements address the transport and termination of Local Traffic, <i>including IntraLATA Toll Traffic for the purposes of reciprocal compensation</i>, over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act.</p>	<p>5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)</p> <p>5.7.1 Reciprocal Compensation arrangements address the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act. Verizon's delivery of Reciprocal Compensation Traffic to AT&amp;T that originates with a third party carrier is addressed in Section 7.2. Where AT&amp;T delivers any traffic originating with a third party carrier to Verizon, except as may be set forth herein or subsequently</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			<p>agreed to by the Parties, AT&amp;T shall pay Verizon the same amount that such third party carrier would have paid Verizon for termination of that traffic at the local on the traffic is delivered to Verizon by AT&amp;T. Compensation for the transport and termination of traffic not specifically addressed in this Section 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.</p> <p>5.7.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</p> <p>5.7.3 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&amp;T-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by AT&amp;T. Except as expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the Verizon-IP or the AT&amp;T-IP by the other Party. When Reciprocal Compensation Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p>5.7.3.1 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by AT&amp;T to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to AT&amp;T.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			<p>5.7.4 Reciprocal Compensation shall not apply to Measured Internet Traffic. The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).</p> <p>5.7.5 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:</p> <p>5.7.5.1 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.</p> <p>5.7.5.2 IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.</p> <p>5.7.5.3 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.</p> <p>5.7.5.3.1 At such time that the Parties reach agreement upon a mutually acceptable settlement process, the originating Party will receive a credit for reciprocal compensation in those instances:</p> <p>(i) where IntraLATA 8YY Toll Traffic calls are translated by the originating Party prior to delivery by that Party of such traffic to the terminating Party, and</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			<p>(ii) where the terminating Party bills the originating Party Reciprocal Compensation in error for such IntraLATA 8YY Toll Traffic; and</p> <p>(iii) where the originating Party provides appropriate records to the terminating Party to substantiate each request for credit. Subsequent to the Effective Date of this Agreement, the Parties shall negotiate a mutually acceptable settlement process for reciprocal compensation credits in accordance with this Section 5.7.7.3.1.</p> <p>5.7.5.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.</p> <p>5.7.5.5 Reciprocal Compensation shall not apply to Tandem Transit Traffic.</p> <p>5.7.5.6 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in this Agreement). Other Types of Traffic</p> <p>5.7.6.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.</p> <p>5.7.6.2 Interconnection Points</p> <p>5.7.6.2.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.1.3 above.</p> <p>5.7.6.2.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			<p>Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.1.3 above.</p> <p>5.7.6.2.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.</p> <p>5.7.7 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner. Except as otherwise provided herein, audits shall be conducted pursuant to Section 28.10.</p>
V-4-a	<p><i>Should reciprocal compensation provisions apply between AT&amp;T and Verizon for all traffic originating from UNE-P customers of AT&amp;T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&amp;T UNE-P customers originated by other retail customers in the same LATA?</i></p> <p>Issues V.4A and V.3 are identical and, inadvertently, were separately stated in AT&amp;T's Petition.</p>	<p>AT&amp;T's proposed language in section 5.7.1 (agreed language in standard text, AT&amp;T language italicized) and AT&amp;T's proposed section 5.7.7.1 should be adopted:</p> <p><b>5.7.1</b> Reciprocal Compensation arrangements address the transport and termination of Local Traffic, <i>including IntraLATA Toll Traffic for the purposes of reciprocal compensation</i>, over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act.</p> <p><b>5.7.7.1</b> <i>Where AT&amp;T provides service to an AT&amp;T Customer using any combination of Network Elements that includes the unbundled local switching Network Element, the Parties shall adopt a "bill and keep" compensation arrangement for Local and intraLATA Toll Traffic. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local and intraLATA Toll Traffic at either the appropriate End Office or Access Tandem rate. Notwithstanding the implementation of "bill and keep" compensation arrangement for Local</i></p>	See Verizon contract language in support of Issue V-3.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<i>Traffic, Verizon will record and forward to AT&amp;T all associated usage as provided in Section 5.8.</i>	
V-5	When requested, must Verizon provide customized routing (provided as part of local switching) that directs OS/DA traffic to trunk groups that may commingle traffic from the intrastate and the interstate jurisdictions?	Resolved	
V-6	<i>Under what terms and conditions must Verizon provide AT&amp;T with access to local loops when Verizon deploys Next Generation Digital Loop Carrier (NGDLC) loop architecture?</i>	Issue deferred	
V-7	<i>Should Verizon Commit To Specific Intervals For Local Number Portability Provisioning For Larger Customers?</i>	<p>AT&amp;T's Proposed Contract language for Section 14.2.10 should be adopted:</p> <p><i>The carrier from which a telephone number is being ported shall, upon receipt of a valid LSR, be able to meet a three (3) calendar day maximum porting interval for all residential customers and a five (5) calendar day maximum porting interval for all business customers. The ported to carrier may, at its sole discretion, request a due date of greater than the aforementioned time frames for a specific customer. Upon good cause shown, the ported from carrier may establish a porting interval greater than five calendar days for an order involving porting of more than 200 lines.</i></p>	Verizon opposes contract language proposed by AT&T's testimony with respect to specific intervals for Local Number Portability provisioning for larger customers.
V-9	<i>DSL/Line Splitting/Line Sharing Under what terms and conditions must Verizon and its data affiliate or their successors or assigns allow AT&amp;T to purchase advanced services for resale?</i>	<p>AT&amp;T's Proposed Contract language in Section 12.1 should be adopted:</p> <p><i>.... AT&amp;T may purchase for resale any Advanced Services, including but not limited to any digital subscriber line service, offered by Verizon, or by Verizon affiliates, subsidiaries or other entities subject to § 251(c) of the Telecommunication Act of 1996, without any unreasonable or discriminatory limitation including, but not limited to limitations or restrictions that would require AT&amp;T also to purchase other services from Verizon.</i></p>	<p>12.1 Availability of Retail Services/Wholesale Rates for Resale</p> <p>12.1.1 As and to the extent required by Applicable Law, Verizon, directly or (at Verizon's option, in the case of Advanced Services -- as such term is defined by the FCC) through Verizon Advanced Data Inc. ("VADI"), a Virginia affiliate subject to Section 251(c) of the Act, will make available to AT&amp;T, in accordance with Section 251(eb) (41) of the Act, for resale Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12; and, in the case of Advanced Services, VADI's federal and state tariffs (the "VADI Tariff") (as such tariffs are amended or otherwise in effect from time to time). The term "Resold Services" does not include any exchange access service</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			(as defined in Section 3( 6) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices, set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.
V-12	Should Verizon Be Required To Support Off Hours Porting?	<p>Section 14.2.9.1 and Schedule 14.2.9.1 of AT&amp;T's proposed agreement should be adopted:</p> <p>14.2.9.1 <i>At AT&amp;T's request for Off-Business Hour Number Portability in response to a specific customer request or due to other business requirements, Verizon agrees to: process orders and port numbers to AT&amp;T, and provide technical and operational support to resolve problems that may occur during the number porting process. Off-business hour is herein defined as outside of normal business hours on weekdays, Saturdays, Sundays, and holidays. Additional requirements for Off-Business Hour Number Portability LNP-only and Co-ordinated Cutovers are described in Schedule 14.2.9.1.</i></p> <p><b>Schedule 14.2.9.1</b>  <b><u>Requirements - Off-Business Hour Number Portability (LNP-Only) and Coordinated Conversions</u></b></p> <p>1. Requirements for Off-Business Hour Number Portability (LNP-Only) include:</p> <p>(1) Verizon shall accept orders from AT&amp;T for off-business hour due dates on number portability orders. (AT&amp;T will be able to make LSR entries on this basis, and LSRs transmitted by mechanized feed or otherwise will not be rejected by Verizon if due date fields are completed on this basis.)</p> <p>(2) Verizon shall apply the 10-digit trigger for all number portability orders. Verizon shall apply the 10-digit trigger and customer translations by no later than 11:59 P.M. (local time) on the business day preceding the scheduled port date, and leave the 10-digit trigger and customer translations in place until 11:59 P.M. (local time) on the next business day following receipt of confirmation from NPAC that the port was activated.</p> <p>(3) In order to avoid double-billing of end user customer, Verizon must discontinue billing a ported customer at the date and time the port is activated, as reported by NPAC to Verizon.</p> <p>At AT&amp;T's request, Verizon shall either (1) transmit the NPAC Port Concurrence to NPAC at the same time that Verizon transmits the</p>	<p>14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the 10-digit unconditional trigger feature where it is available. When Party A receives the porting request, the 10-digit unconditional trigger shall be applied to the customer's line no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date and Party A shall leave the 10-digit unconditional trigger in place until 11:59 p.m. (local time) of the confirmed due date.</p> <p>14.2.5 When the 10-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity. For purposes of such coordination and in response to a specific Customer request for special handling where issues of public safety and/or business stability are involved, either Party may request weekend or off-business hour coordination of LNP. In such instances and subject to the limitations identified in Subsection 14.2.5.1 below, either Party, as applicable, will process LNP orders, port numbers during off-business hours on weekdays, Saturdays, and Sundays, and provide off-business hours technical and operational support to resolve problems that may occur during such coordinated number porting activity as it would do so for its own Customers that are similarly situated.</p> <p>14.2.5.1 The availability of weekend and/or off-business hours coordination of LNP is subject to the following limitations:</p> <p>(i) Weekend and/or off-business hour porting will only be considered on orders that require coordination, i.e., where no 10-digit unconditional trigger is deployed. Non-coordinated orders are not candidates for non-business hour porting.</p> <p>(ii) Requests for weekend and non-business hour due dates on number portability order must be negotiated in advance of submitting the LSR.</p> <p>(iii) Both Parties shall maintain personnel to perform the tasks</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p>LSRC to AT&amp;T, or (2) transmit the NPAC Port Concurrence to NPAC immediately upon receipt of its copy of the "Create Subscription" message sent by AT&amp;T to NPAC.</p> <p>(5) At AT&amp;T's request, Verizon shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the off-business hour porting process, including at the time that the 10-digit trigger and customer translations are removed.</p> <p>(6) AT&amp;T may compensate Verizon, based upon the provisions established in Exhibit A of this Agreement, for incremental Verizon personnel made available on weekends or otherwise outside of normal business hours by Verizon for purposes of handling troubles related to off-business hour ports. This would not include Verizon personnel involved in removal of the 10-digit trigger and customer translations or any repairs and restoration required at such time.</p> <p>(7) Verizon shall ensure that its SOA connectivity to NPAC is available for processing all required number portability activities at all times, other than agreed upon maintenance windows scheduled to be concurrent with maintenance windows scheduled by NPAC.</p> <p>2. Requirements for Off-Business Hour Number Portability (Co-ordinated Cutovers) include:</p> <p>(1) Conditions (1) – (7) of the Requirements for Off-Business Hour Number Portability (LNP-Only) set forth in section 1 above and</p> <p>(2) Conditions described in Section 11.2.9.2 of this Agreement.</p>	<p>required during the weekend and off-business hour porting process, including the removal of the telephone number translations at a specified time and restoration of original service if the problems occur during the porting process.</p> <p>(iv) Number porting may not be available certain hours on Sundays due to NPAC maintenance down time as reported by NPAC.</p> <p>(v) If either party schedules system maintenance during off-business hours that impacts the ability to complete the work involved for a scheduled porting event, the party will advise the other of the system down time and reschedule the porting activity to a mutually agreeable date.</p>
V-12-a	Should Verizon Commit To A Three Calendar Day Porting Interval?	<p>AT&amp;T's Proposed Contract language for Section 14.2.10 should be adopted:</p> <p><i>The carrier from which a telephone number is being ported shall, upon receipt of a valid LSR, be able to meet a three (3) calendar day maximum porting interval for all residential customers and a five (5) calendar day maximum porting interval for all business customers. The ported to carrier may, at its sole discretion, request a due date of greater than the aforementioned time frames for a specific customer. Upon good cause shown, the ported from carrier may establish a porting interval greater than five calendar days for an order involving porting of more than 200 lines.</i></p>	<p>Verizon opposes contract language proposed in AT&amp;T testimony with respect to a three calendar day porting interval.</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
V-13	Should Verizon be required to receive confirmation of a port from NPAC prior to disconnecting a ported number?	See Section 4 of AT&T's schedule 14.2.9.1:  (4) At AT&T's request, Verizon shall either (1) transmit the NPAC Port Concurrence to NPAC at the same time that Verizon transmits the LSRC to AT&T, or (2) transmit the NPAC Port Concurrence to NPAC immediately upon receipt of its copy of the "Create Subscription" message sent by AT&T to NPAC.	See Verizon contract language, Section 14.2.4, in support of Issue V-12.
VI-1(D)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –  Number Portability	<b>RESOLVED</b>	
VI-1(E)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –  Changes in applicable law	WorldCom proposes exclusion of Verizon's proposed language.	See Verizon contract language, Sections 1.1-1.7, in support of Issue III-6.
VI-1(F)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –  Customer not ready work activity	<b>RESOLVED</b>	
VI-1(G)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –  Verizon's Provisions of UNEs	<b>RESOLVED</b>	
VI-1(H)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –	<b>RESOLVED</b>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	Maintenance of UNEs		
VI-1(I)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –	<b>RESOLVED</b>	
	Rates & Charges		
VI-3(B)	<p>Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –</p> <p>Technical standards &amp; specifications</p>	<p>Attachment III, Section 3 et seq.</p> <p><b>Section 3. Technical Standards and Technical Specifications for Network Elements</b></p> <p>3.1 Each Network Element shall be furnished at the service levels included in this Agreement and in accordance with the performance standards required in this Agreement.</p> <p>3.2 Each Network Element provided by Verizon to MCI, unless identified differently in this Agreement, shall be provided at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Verizon provides to itself (where applicable and Technically Feasible), Verizon's own subscribers (where applicable and Technically Feasible), to a Verizon Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.</p> <p>3.2.1 Verizon shall provide to MCI, upon reasonable request, reasonably available engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section [3] are being met. In the event that such data indicates that the requirements of this Section [3] are not being met, the Parties shall in good faith endeavor to address the issue at the network operations supervisor level, and if necessary, employ the escalation procedure of Section [15.1.2].</p> <p>3.2.2 Verizon agrees to work cooperatively with MCI to ensure that the Network Elements that are provided pursuant to this Agreement will meet MCI's reasonable needs in providing services to its subscribers.</p> <p>3.3 Unless otherwise requested by MCI, each Network Element and the</p>	See Verizon proposed contract language, Sections 1.1-1.7, in support of Issue III-6.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		connections between Network Elements provided by Verizon to MCI shall be made available to MCI at Parity and in a Non-Discriminatory manner at the points identified in this Agreement, or additional points made available through the BFR process.	
VI-3(C)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –  Synchronization	<b>RESOLVED</b>	
VII-2	Should the contract reflect the parties' agreement on Demand Management Forecasts?	<b>Resolved.</b>	
VII-10	Should Verizon be permitted sufficient time to provision to AT&T loops provided via Integrated Digital Loop Carrier?	The following provision in Verizon's Section 11.7.6 should be rejected:  <del>In addition, if AT&amp;T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&amp;T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&amp;T's request notify AT&amp;T of the lack of available facilities. AT&amp;T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). AT&amp;T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.</del>	See Verizon contract language, Section 11.7.6, in support of Issue III-6

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
VII-11	<i>Should AT&amp;T be permitted to require Verizon to follow various AT&amp;T ordering requirements for the provision of Verizon's combined UNEs?</i>	This issue is simply a restatement of Issue III.7.B. Please refer to AT&T's Proposed Contract Language for Issue III.7.B.	See Verizon contract language, Section 11.12.1.1, in support of Issue III-6  Schedule 11  2.9 In ordering Services, AT&T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process, as may be amended from time to time. Verizon may also modify its use of such industry standards ( ) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant, to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.

RICHI-MOND 755047v6

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).